

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SAMUEL KARNES, MOLLY WASHAM, ADAM
BETTENCOURT, and LAURA PETREE,
Plaintiffs,

**STIPULATION OF
SETTLEMENT**

-against-

21 CV 4903 (WFK) (JRC)

THE CITY OF NEW YORK; MAYOR BILL DE
BLASIO; NEW YORK CITY POLICE
DEPARTMENT ("NYPD") COMMISSIONER
DERMOT SHEA; NYPD CHIEF OF DEPARTMENT
TERENCE MONAHAN; NYPD DETECTIVE
MICHAEL MCCAFFREY; NYPD SERGEANT
GERARD M. CAFFREY; NYPD DETECTIVE
DANIEL HERZOG; NYPD OFFICER FNU MOSES
and NYPD MEMBERS JOHN AND JANE DOES 1-
18,

Defendants.

WHEREAS, plaintiffs commenced this action by filing a complaint on or about August 31, 2021, alleging that the defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendants City of New York, former Mayor Bill de Blasio, former NYPD Commissioner Dermot Shea, former NYPD Chief of Dept. Terence Monahan, Detective Michael McCaffrey, Sergeant Gerard Caffrey, Detective Daniel Herzog and Police Officer Danielle Moses have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation solely with respect to the claims brought by plaintiffs Karnes and Bettencourt, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs Karnes and Bettencourt have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action, solely in connection with the claims brought by plaintiffs Karnes and Bettencourt, is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Samuel Karnes the sum of One Hundred Thousand (\$100,000.00) Dollars; and plaintiff Adam Bettencourt the sum of Thirty Thousand (\$30,000.00) Dollars, plus Forty Thousand (\$40,000.00) Dollars for reasonable attorneys' fees, expenses, and costs incurred by plaintiffs' counsel, Cohen & Green PLLC, in full satisfaction of all claims brought by plaintiffs Karnes and Bettencourt, including their claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs Karnes and Bettencourt agree to dismissal of all the claims against the defendants and to release defendants City of New York, former Mayor Bill de Blasio, former NYPD Commissioner Dermot Shea, former NYPD Chief of Dept. Terence Monahan, Detective Michael McCaffrey, Sergeant Gerard Caffrey, Detective Daniel Herzog and Police Officer Danielle Moses; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs Karnes' and Bettencourt's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, including their claims for costs, expenses, and attorneys' fees.

3. Plaintiffs Karnes and Bettencourt each shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release, based on the terms of paragraph "2" above, IRS Form W-9, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs Karnes and Bettencourt must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs Karnes' and Bettencourt's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.


6. Plaintiffs Karnes and Bettencourt agree to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants reserve the right to issue a

multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto with respect to the claims brought by plaintiffs Karnes and Bettencourt, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

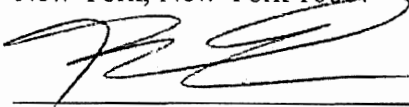
Dated: New York, New York
January 18, 2024

COHEN & GREEN PLLC
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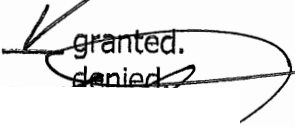
By: 

Elena Cohen, Esq.
Attorney for Plaintiffs

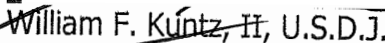
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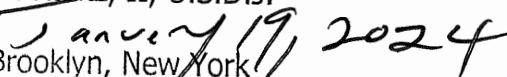
By: 

Brian Francolla
Senior Counsel

The application is  granted.
SO ORDERED ~~denied.~~

s/WFK


William F. Kuntz, II, U.S.D.J.

Dated: 
January 19, 2024
Brooklyn, New York